

November 18, 2002

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Mr. Jeffrey Schmidt
3003 Van Ness Street, NW; # W406
Washington, DC 20008

Re: Legal Assistance

Dear Mr. Schmidt:

I am the Public Service Counsel at Crowell & Moring LLP and coordinate the volunteer legal work that the Firm's attorneys perform. Through the Washington Area Lawyers for the Arts ("WALA"), we have been asked to assist you in evaluating potential legal claims that you might have against your former employer, the American Institute of Physics ("AIP"). We have agreed to provide such representation, and this letter is intended to outline the scope of that assistance.

The Firm is prepared to conduct research on viable legal claims, both on the administrative and court levels, that you might have against AIP arising out of your termination from employment at *Physics Today*. The Firm will draft a memorandum summarizing the results of its research evaluating potential claims. The Firm at this time has not agreed to represent you in any litigation or administrative advocacy concerning this matter. This means that we will not bring a lawsuit on your behalf to recover money from or compel certain actions by AIP or *Physics Today*. Should such litigation or other advocacy be necessary, the Firm will evaluate at that time whether further representation is warranted and will require a separate agreement to continue its representation.

For the assistance it provides, the Firm will not expect compensation for the time expended by its attorneys and/or legal assistants or for other charges for services, such as duplication costs, incurred by the Firm in connection with this research. The Firm's representation, however, is conditioned on (1) your provision of complete and honest information, including information that will assist the assigned attorney in investigating the matter; (2) your cooperation in providing documents and other information in a timely manner; (3) your prompt attendance at required meetings and court hearings; and (4) your prompt notification to the Firm of any change in your address and/or telephone number. The Firm may terminate its representation by providing written notice of its intention to do so, if you do not comply with the above terms.

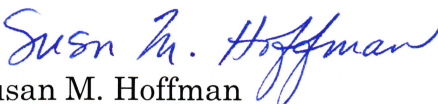
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We hope that this arrangement is satisfactory for you. If it is, we would appreciate your signing and returning one copy of this letter to acknowledge our understanding. A self-addressed, postage prepaid envelope is enclosed for this purpose. If you have any questions regarding the scope of our representation, please call me.

Ryan Keith and Kris Meade will work on this case with you. We look forward to working with you. Please call me if you have any questions.

Sincerely,


Susan M. Hoffman

Enclosures

THE TERMS AND CONDITIONS OF THIS LETTER
ARE HEREBY ACKNOWLEDGED AND AGREED TO:

By: J. Schmidt

Date: 19 Nov. 02

cc: Kris Meade
Ryan Keith